

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GWENDOLYN HALL, <i>et al.</i> ,	:	
	:	
Plaintiffs,	:	2:17-cv-03423-GEKP
v.	:	
ACCOLADE, INC.,	:	
	:	
Defendant	:	
	:	

CLASS/COLLECTIVE ACTION SETTLEMENT AGREEMENT

The Parties (defined below) hereby **STIPULATE** and **AGREE** that the Action (defined below) is settled pursuant to the following terms and conditions and subject to judicial approval:

1. **Definitions.** The following defined terms appear throughout this document in ALL CAPS and have the following meanings:

ACTION means the above-captioned litigation.

ADMINISTRATOR means Settlement Services, Inc., 2032-D Thomasville Road, Tallassee, FL 32308.

AGREEMENT means this Class/Collective Action Settlement Agreement.

COURT means the United States District Court for the Eastern District of Pennsylvania.

COVERED EMPLOYEES means the 323 individuals covered by this settlement. These individuals fall into the following three categories:

- **ARIZONA OPT-INS**: The 16 individuals who (i) have joined the conditionally certified FLSA collective¹ and (ii) were employed by

¹ On November 14, 2017, the COURT conditionally certified a Fair Labor Standards Act collective defined as “[a]ll individuals who, during any time within the past three years, were employed by Defendants as Health Assistants” and approved the proposed notice and opt-in forms and procedures. *See* Doc. 46 at ¶ 1. Individuals joined the collective by filing “Consent to Join” forms with the COURT.

DEFENDANT as Health Assistants in Arizona. These individuals are identified in Exhibit A with an “AOI” designation.

- **PENNSYLVANIA OPT-INS**: The 47 individuals who (i) have joined the conditionally certified FLSA collective and (ii) were employed by DEFENDANT as Health Assistants in Pennsylvania. These individuals are identified in Exhibit A with an “POI” designation.
- **NON-OPT-IN CLASS MEMBERS**: The 260 individuals who (i) *have not* joined the conditionally certified FLSA collective and (ii) were employed by DEFENDANT as Health Assistants in Pennsylvania between August 1, 2014 and November 26, 2016. These individuals are identified in Exhibit A with a “CM” designation.

DEFENDANT means Accolade, Inc. and all of its past, present, or future parents, subsidiaries, affiliates or related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and insurers.

DEFENSE COUNSEL means Pepper Hamilton, LLP.

EFFECTIVE DATE means (i) 35 calendar days after the COURT enters an order granting final approval of the SETTLEMENT and dismissing the ACTION or (ii) if final approval is appealed and upheld, 3 business days after all avenues for appellate review are exhausted.

HALL means Gwendolyn Hall.

OPT-IN DATE means, for each ARIZONA OPT-IN and PENNSYLVANIA OPT-IN, the date on which his/her completed “Consent to Join” form was filed with the COURT.

OPT-IN LOOK-BACK DATE means, for each ARIZONA OPT-IN and PENNSYLVANIA OPT-IN, the date falling three years prior to his/her OPT-IN DATE.

PARTIES means HALL and DEFENDANT.

PAYMENT AMOUNT means, for each COVERED EMPLOYEE, the amount listed in Exhibit A in the “Total Payment” column. These amounts have been determined as follows:

- Each ARIZONA OPT-IN receives (i) \$18.86 for each week employed as a Health Assistant during the period between his/her OPT-IN LOOK-BACK DATE and November 26, 2016 *plus* (ii) \$30.00 for each week employed as a Health Assistant between November 27, 2016 and December 29, 2018.
- Each PENNSYLVANIA OPT-IN receives (i) \$28.28 for each week employed as a Health Assistant during the period between August 1, 2014 and his/her OPT-IN LOOK-BACK DATE *plus* (ii) \$37.74 for each week employed as a Health Assistant between his/her OPT-IN LOOK-BACK DATE and November 26, 2016 *plus* (iii) \$30.00 for each week employed as a Health Assistant between November 27, 2016 and December 29, 2018.
- Each NON-OPT-IN CLASS MEMBER receives \$28.28 for each week employed as a Health Assistant between August 1, 2014 and November 26, 2016.

PLAINTIFFS’ COUNSEL means Winebrake & Santillo, LLC and Hardwick Benfer, LLC.

PRELIMINARY APPROVAL DATE means the date on which the COURT enters the anticipated order certifying the class/collective for settlement purposes and preliminarily approving the SETTLEMENT.

RELEASED CLAIMS means all claims arising between August 1, 2014 and the FINAL APPROVAL DATE asserted in or related to the ACTION, including, but not limited to, all such claims seeking unpaid overtime wages under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, the Pennsylvania Minimum Wage Act, 43 P.S. §§ 333.101, *et seq.*, the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1 *et seq.*, the Arizona Wage Law, Ariz. Rev. Stat. §§ 23-350, *et seq.*, or any other federal, state, or local statute, regulation, ordinance, or common law theory seeking unpaid wages or any associated penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief.

RELEASED PARTIES means DEFENDANT and its past, present, or future parents, subsidiaries, affiliates or related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, attorneys, and insurers.

SETTLEMENT means the terms, conditions, and obligations described in this AGREEMENT.

2. **Conditions Precedent.** This SETTLEMENT is conditioned on passage of the EFFECTIVE DATE.

3. **Failure to Obtain Court Approval.** If the SETTLEMENT is not approved by the COURT, it will be null and void, and all PARTIES will return to the *status quo ante*. During the remainder of the litigation, the PARTIES will be prohibited from relying on any negotiations, papers, or orders (including any class/collective certification order) pertaining to or resulting from the SETTLEMENT.

4. **Maximum Settlement Amount.** DEFENDANT's maximum payment under this SETTLEMENT is \$1,100,000.00, inclusive of attorneys' fees, administrative and other costs and expenses, and service awards. Any requirement that DEFENDANT pay more than this Maximum Settlement Amount constitutes a material change to this AGREEMENT and justifies DEFENDANT's unilateral termination of this AGREEMENT and withdrawal from the SETTLEMENT.

5. **Release.** Upon passage of the EFFECTIVE DATE, each COVERED EMPLOYEE who has not excluded himself/herself from the SETTLEMENT (on behalf of themselves and their past, present and future agents, successors, heirs, spouses, administrators, executors, partners, assigns, representatives, or predecessors) releases and forever discharges the RELEASED PARTIES from the RELEASED CLAIMS.

6. **Notice of the Settlement.** PLAINTIFFS' COUNSEL and DEFENSE COUSEL will work cooperatively to create an Excel spreadsheet listing the last known

residential address of all COVERED EMPLOYEES. This list will be finalized and provided to the ADMINISTRATOR within 14 calendar days after the execution of this AGREEMENT. On or before 7 calendar days after the PRELIMINARY APPROVAL DATE, the ADMINISTRATOR will: (i) mail the Notice Form attached as Exhibit B to each of the 16 ARIZONA OPT-INS; (ii) mail the Notice Form attached as Exhibit C to each of the 47 PENNSYLVANIA OPT-INS; and (iii) mail the Notice Form attached as Exhibit D to each of the 260 NON-OPT-IN CLASS MEMBERS. If the Postal Service returns any Notice Form to the ADMINISTRATOR with a forwarding address, the ADMINISTRATOR will promptly re-mail the Notice Form to the forwarding address. If the Postal Service returns any Notice Form to the ADMINISTRATOR without a forwarding address, the ADMINISTRATOR will work diligently to obtain an updated address and will promptly mail the Notice Form to any updated address. The ADMINISTRATOR will prepare a sworn declaration describing the notice process. PLAINTIFFS' COUNSEL will file this declaration with the COURT along with any other papers seeking final approval of the SETTLEMENT.

7. **Exclusions from the Settlement.** Any COVERED EMPLOYEE desiring to exclude himself/herself from the SETTLEMENT must do so in writing. Exclusion requests must be mailed to the ADMINISTRATOR pursuant to the instructions in the Notice Form and must be postmarked by the date falling 63 calendar days after the PRELIMINARY APPROVAL DATE. All exclusion requests will be attached to the declaration described in paragraph 6 above.

8. **Objections to the Settlement.** Any COVERED EMPLOYEE desiring to object to the SETTLEMENT must do so in writing. Objections must be mailed to the ADMINISTRATOR pursuant to the instructions in the Notice Form and must be postmarked by the date falling 63 calendar days after the PRELIMINARY APPROVAL DATE. All such objections will be attached to the declaration described in paragraph 6 above.

9. **Payments to Settlement Participants.** On or before 7 calendar days after the FINAL APPROVAL DATE, DEFENDANT will transfer to the ADMINISTRATOR a payment in the amount of \$1,100,000.00 *minus* any PAYMENT AMOUNTS attributable to any COVERED EMPLOYEES who exclude themselves from the SETTLEMENT. On or before 21 calendar days after the FINAL APPROVAL DATE, the ADMINISTRATOR will issue to each Settlement Participant a payroll check representing his/her Payment Amount from which the Administrator will deduct all applicable taxes and other withholdings (including, *inter alia*, both the employer's and the employee's portion of FICA, SUTA, and FUTA) and for which the ADMINISTRATOR will issue an IRS W-2 Form.² The ADMINISTRATOR will mail these checks and tax forms to the best known address for each Settlement Participant. If the postal service returns any checks to the ADMINISTRATOR with a forwarding address, the ADMINISTRATOR will promptly re-mail the checks to the forwarding address. If the postal service returns any checks to the ADMINISTRATOR without a forwarding address, the Administrator will work diligently to obtain an updated address and will promptly re-mail the checks to any updated address. All settlement checks will bear an expiration date falling 150 calendar days after the FINAL APPROVAL DATE. If the funds associated with checks not cashed by the expiration date exceed 5% of the total payments made to all SETTLEMENT PARTICIPANTS, then the ADMINISTRATOR will redistribute on a *pro rata basis* such funds to those SETTLEMENT PARTICIPANTS who have cashed their settlement checks. If the funds associated with checks not cashed by the expiration date do not exceed 5% of the total payments made to all SETTLEMENT PARTICIPANTS, then the ADMINISTRATOR will donate such funds to the Pennsylvania IOLTA Board.

² To facilitate the issuance of payroll checks and the reporting of taxes associated with the settlement payments, DEFENDANT will provide to the ADMINISTRATOR (but not to PLAINTIFFS' COUNSEL) the social security number of each COVERED EMPLOYEE pursuant to a confidentiality agreement to be prepared by Defense Counsel.

10. Payment to Plaintiffs' Counsel. PLAINTIFFS' COUNSEL will request that the COURT approve the payment to PLAINTIFFS' COUNSEL of \$363,000.00 in combined fees, costs, and expenses (including all fees and expenses paid to the ADMINISTRATOR). The ADMINISTRATOR will pay any court-approved fees, costs, and expenses on or before 21 calendar days after the FINAL APPROVAL DATE and will issue to PLAINTIFFS' COUNSEL an IRS 1099 Forms reflecting this payment. The SETTLEMENT is not contingent on the COURT's approval of this requested amount, and any disapproved monies will be distributed on a *pro rata* basis to the COVERED EMPLOYEES who do not exclude themselves from the SETTLEMENT.

11. Service Awards. PLAINTIFFS' COUNSEL will request that the COURT approve a \$10,000.00 service award to HALL and \$1,000.00 service awards to JaCarla Royall and Denise Belcher. The ADMINISTRATOR will pay any court-approved service award on or before 21 calendar days after the FINAL APPROVAL DATE and will ensure that such payments are reflected in each recipient's IRS 1099 Form. The SETTLEMENT is not contingent on the COURT's approval of this requested amount, and any disapproved monies will be distributed on a *pro rata* basis to the COVERED EMPLOYEES who do not exclude themselves from the SETTLEMENT.

12. Dismissal with Prejudice. Upon final approval of this AGREEMENT by the COURT, the ACTION will be dismissed with prejudice in its entirety. The PARTIES will request that the COURT retain jurisdiction to enforce this AGREEMENT.

13. No Representations. In entering into this SETTLEMENT, no PARTY relies on any statements, representations, or promises not described in this AGREEMENT.

14. Consent. Each PARTY has carefully read and understands this AGREEMENT and has received independent legal advice with respect to the AGREEMENT.

15. **Successors.** This AGREEMENT will inure to the benefit of and be binding upon each PARTY's heirs, successors, and assigns.

16. **No Assignments.** No PARTY has assigned or transferred, or purported to assign or transfer, to any other person or entity any rights or interests pertaining to the ACTION or SETTLEMENT.

17. **No Presumptions.** In interpreting this AGREEMENT, there will not be any presumption of interpretation against any PARTY.

18. **No Admissions and No Prevailing Party.** This AGREEMENT is the result of a compromise between the PARTIES for the sole purpose of resolving this matter and avoiding the time and expense of further litigation. Nothing in this AGREEMENT constitutes an admission of liability or the propriety of class certification by any RELEASED PARTY with regard to the subject matter of the ACTION. Nothing herein may be construed or used as an admission or as evidence of the validity of any claim against any RELEASED PARTY.

19. **Tax Liability.** DEFENDANT, RELEASED PARTIES, DEFENSE COUNSEL, and PLAINTIFFS' COUNSEL make no representations as to the tax treatment or legal effect of the payments called for under this AGREEMENT. HALL, PLAINTIFFS' COUNSEL, and all COVERED EMPLOYEES who do not exclude themselves from the SETTLEMENT will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this AGREEMENT.

20. **Duty to Defend.** The PARTIES will support the AGREEMENT's approval and enforcement, and will defend the AGREEMENT from any legal challenge.

21. **Publicity/Media.** PLAINTIFFS' COUNSEL will not disclose the terms of the SETTLEMENT to the media, the press, on any website, or generally to the public. If PLAINTIFFS' COUNSEL receive any inquiries from the media, they will state that the ACTION has been resolved on the terms described in publicly filed documents. If

PLAINTIFFS' COUNSEL are legally required to communicate about the settlement with governmental authorities, they will immediately notify DEFENSE COUNSEL.

22. **Warranty of Authority.** Each signatory below warrants and represents that he/she is competent and authorized to enter into this AGREEMENT on behalf of the PARTY for whom he/she purports to sign.

23. **Evidentiary Privilege.** This AGREEMENT falls within the protection afforded compromises and offers to compromise under Federal Rule of Evidence 408 and Pennsylvania Rule of Evidence 408.

24. **Applicable Law.** This AGREEMENT will be governed, enforced, and interpreted according to Pennsylvania law.

25. **Execution.** This AGREEMENT may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereby execute this Agreement on the dates indicated below:

Dated: 3-5-2019

Gwendolyn Hall
Gwendolyn Hall

Dated: 2/26/19

For Winebrake & Santillo, LLC

Dated: 2/26/19

For Hardwick Benfer, LLC

Dated: _____

For Lee & Brazier, LLP

Dated: _____

For Accolade, Inc.

PLAINTIFFS' COUNSEL are legally required to communicate about the settlement with governmental authorities, they will immediately notify DEFENSE COUNSEL.

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Gwendolyn Hall

Dated: 2/26/19



For Winebrake & Santillo, LLC

Dated: 2/26/19



For Hardwick Benfer, LLC

Dated: 3/6/19



For Lee & Braziel, LLP

Dated: _____

For Accolade, Inc.

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Dated: _____

Gwendolyn Hall

Dated: _____

For Winebrake & Santillo, LLC


Dated: _____

For Hardwick Benfer, LLC

Dated: _____

For Lee & Braziel, LLP

Dated: March 1, 2019



For Accolade, Inc.

Exhibit A

<u>First Name</u>	<u>Last Name</u>	<u>Type</u>	<u>Opt-in Look-Back Date</u>	<u>CM Weeks Between 8/1/14 and 11/26/16</u>	<u>AOI Weeks Between Opt-in Look-Back Date and 11/26/16</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18</u>	<u>CM Weeks Between 8/1/14 and 11/26/16 Multiplied by \$28.28/week</u>	<u>AOI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$18.86/week</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date Multiplied by \$28.28/week</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$37.74/week</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18 Multiplied by \$30.00/week</u>	<u>Total Individual Gross Payment Amount</u>
Kaima	Akbar	POI	8/14/2014				58.71	7.29				\$2,214.25	\$218.57	\$2,432.83
Folasade	Akinlemibola	POI	12/11/2014					19.29					\$578.57	\$578.57
Karen	Alkire	POI	8/7/2014			0.86	73.14				\$24.24	\$2,758.39		\$2,782.63
Denise	Belcher	POI	10/27/2014			12.43	7.57				\$351.53	\$285.54		\$637.07
Taylor Kristine	Bugg	POI	12/11/2014			18.86	81.14				\$533.36	\$3,060.09		\$3,593.45
Dana	Caggiano	POI	10/27/2014			12.43	40.14				\$351.53	\$1,513.88		\$1,865.41
Mia C.	Carson	POI	8/7/2014			0.86	120.29	79.29			\$24.24	\$4,536.26	\$2,378.57	\$6,939.07
Dia	Cleveland	POI	10/27/2014			12.43	26.43				\$351.53	\$996.68		\$1,348.22
Jonathon	Cloyd	POI	9/14/2014				72.57	43.29				\$2,736.84	\$1,298.57	\$4,035.41
Lawanda	Connelly	POI	8/4/2014		0.43		120.71	25.71			\$12.12	\$4,552.42	\$771.43	\$5,335.97
Daniel	Crevak	POI	1/18/2015				28.71	10.43				\$1,082.88	\$312.86	\$1,395.74
Amira	Edwards	POI	8/23/2014			3.14	118.00				\$88.89	\$4,450.06		\$4,538.95
Susan	Founds	POI	12/21/2014					19.29					\$578.57	\$578.57
Tashica	Fulton-Green	POI	11/21/2014			16.00	105.14	28.71			\$452.55	\$3,965.19	\$861.43	\$5,279.16
Ashly	Galanti	POI	1/8/2015			22.86	88.00				\$646.50	\$3,318.69	\$0.00	\$3,965.19
Cheri	Geyer	POI	12/11/2014			18.86	102.29	109.00			\$533.36	\$3,857.44	\$3,270.00	\$7,660.80
Luis	Gonzalez	POI	1/17/2015			0.00	43.71	9.29				\$1,648.57	\$278.57	\$1,927.14
Laurie	Halbe	POI	1/17/2015			24.14	97.00	41.86			\$682.86	\$3,658.10	\$1,255.71	\$5,596.68
Gwendolyn	Hall	POI	8/4/2014		0.43		120.71	11.57			\$12.12	\$4,552.42	\$347.14	\$4,911.69
Courtney	Harmon	POI	10/27/2014			12.43	7.43				\$351.53	\$280.15		\$631.68
Elizabeth	Henry	POI	8/4/2014		0.43		110.43				\$12.12	\$4,164.52		\$4,176.64
Ruth	Humm	POI	12/14/2014				43.71	91.29				\$1,648.57	\$2,738.57	\$4,387.14
Tanikia	James	POI	1/19/2015			24.43	96.71	109.00			\$690.94	\$3,647.32	\$3,270.00	\$7,608.27
Ashley	Johnson	POI	8/14/2014		1.86		111.00				\$52.53	\$4,186.07		\$4,238.60
Rosaria Linda	Kazel	POI	12/11/2014				9.00					\$339.41		\$339.41
Jennifer	Kerr	POI	8/8/2014		1.00		120.14	11.57			\$28.28	\$4,530.87	\$347.14	\$4,906.30
Tisha	Khakazi	POI	12/11/2014			18.86	102.29	11.57			\$533.36	\$3,857.44	\$347.14	\$4,737.94
Lisa	Lobel	POI	10/27/2014			12.43	4.14				\$351.53	\$156.24		\$507.77
Natalie Scott	Mack	POI	1/12/2015			23.43	97.71	77.57			\$662.66	\$3,685.04	\$2,327.14	\$6,674.84
Tyrana	Mays	POI	8/4/2014				110.71	109.00				\$4,175.30	\$3,270.00	\$7,445.30
Erin	Meixelsperger	POI	1/30/2015			26.00	95.14	109.00			\$735.39	\$3,588.06	\$3,270.00	\$7,593.45
Jordan	Nejaime	POI	1/2/2015			22.00	52.00				\$622.25	\$1,961.04		\$2,583.30
Philip	Newell	POI	12/11/2014			18.86	20.14				\$533.36	\$759.63		\$1,293.00
Jose	Perez	POI	1/10/2015			23.14	28.29				\$654.58	\$1,066.72		\$1,721.30
Catherine	Robinson	POI	9/6/2014		5.14		116.00	71.57			\$145.46	\$4,374.63	\$2,147.14	\$6,667.24
Kelly	Rodney	POI	12/11/2014				43.71	35.29				\$1,648.57	\$1,058.57	\$2,707.14
Sara	Roe	POI	8/18/2014			2.43	118.71	36.86			\$68.69	\$4,477.00	\$1,105.71	\$5,651.40
Tanisha	Rogers	POI	10/2/2014				59.00					\$2,225.03		\$2,225.03
JaCarla	Royall	POI	8/21/2014		2.86		118.29	109.00			\$80.81	\$4,460.83	\$3,270.00	\$7,811.65
Toni	Royall	POI	8/25/2014		3.43		49.14				\$96.97	\$1,853.29		\$1,950.27
Clarissa	Singleton	POI	8/4/2014		0.43		120.71	13.86			\$12.12	\$4,552.42	\$415.71	\$4,980.26
Edward J.	Skibinski	POI	8/8/2014		1.00		120.14	6.57			\$28.28	\$4,530.87	\$197.14	\$4,756.30
Kathryn	Stewart	POI	8/9/2014		1.14		17.29				\$32.32	\$651.89		\$684.21
Mary	Taska (Dwyer)	POI	8/9/2014		0.00		90.71	8.57				\$3,421.05	\$257.14	\$3,678.19
Alicia	Verleysen	POI	10/4/2014		9.14		112.00	52.86			\$258.60	\$4,223.78	\$1,585.71	\$6,068.10
Mary Paige	Welby	POI	1/19/2015			24.43	19.57				\$690.94	\$738.08		\$1,429.03
Sara	White	POI	12/11/2014			18.86	91.86				\$533.36	\$3,464.15		\$3,997.51
Mary	Acker	CM		110.71					\$3,131.47					\$3,131.47
Nick	Agnes	CM		15.71					\$444.47					\$444.47
Angela	Aicher	CM		97.43					\$2,755.70					\$2,755.70
Star	Altland	CM		99.86					\$2,824.39					\$2,824.39
Dominique	Andrews	CM		58.00					\$1,640.49					\$1,640.49
Janel	Angst	CM		8.00					\$226.27					\$226.27
Nina	Armstrong	CM		121.14					\$3,426.44					\$3,426.44
Tina	Bacon	CM		110.71					\$3,131.47					\$3,131.47
Lanier	Bailey	CM		110.71					\$3,131.47					\$3,131.47
Alexandra	Bakerian	CM		28.71					\$812.16					\$812.16
Megan	Barilla	CM		59.57					\$1,684.93					\$1,684.93
Jennifer	Barvitskie	CM		121.14					\$3,426.44					\$3,426.44
Cynthia	Baskin	CM		121.14					\$3,426.44					\$3,426.44
Lesley	Bates	CM		121.14					\$3,426.44					\$3,426.44
Ashley	Becker	CM		61.43					\$1,737.46					\$1,737.46

<u>First Name</u>	<u>Last Name</u>	<u>Type</u>	<u>Opt-in Look-Back Date</u>	<u>CM Weeks Between 8/1/14 and 11/26/16</u>	<u>AOI Weeks Between Opt-in Look-Back Date and 11/26/16</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18</u>	<u>CM Weeks Between 8/1/14 and 11/26/16 Multiplied by \$28.28/week</u>	<u>AOI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$18.86/week</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date Multiplied by \$28.28/week</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$37.74/week</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18 Multiplied by \$30.00/week</u>	<u>Total Individual Gross Payment Amount</u>
Keisha	Belcher	CM		36.71					\$1,038.44					\$1,038.44
Kelly	Bench	CM		24.14					\$682.86					\$682.86
Antoinette	Bencivenne	CM		43.71					\$1,236.43					\$1,236.43
Julie	Bergman	CM		43.71					\$1,236.43					\$1,236.43
Heidi	Bershad	CM		33.57					\$949.54					\$949.54
Kristi	Besse	CM		36.71					\$1,038.44					\$1,038.44
Brenda	Bickings	CM		121.14					\$3,426.44					\$3,426.44
Susan	Bilker	CM		121.14					\$3,426.44					\$3,426.44
Kysha	Binns	CM		6.57					\$185.87					\$185.87
Lakisha	Blackwell	CM		121.14					\$3,426.44					\$3,426.44
Brooke	Blake	CM		75.00					\$2,121.32					\$2,121.32
Amanda	Bonavenia	CM		29.43					\$832.37					\$832.37
Faith	Borrell	CM		114.71					\$3,244.61					\$3,244.61
Maura	Boughter-Dornfeld	CM		58.71					\$1,660.69					\$1,660.69
Greg	Boyle	CM		28.71					\$812.16					\$812.16
Megan	Bradley	CM		121.14					\$3,426.44					\$3,426.44
Rose	Bridges	CM		36.71					\$1,038.44					\$1,038.44
Averie	Brittin	CM		28.71					\$812.16					\$812.16
Laura	Bryan	CM		36.71					\$1,038.44					\$1,038.44
Stephanie	Bucca	CM		121.14					\$3,426.44					\$3,426.44
Teresa	Camilari	CM		121.14					\$3,426.44					\$3,426.44
Whitney	Campoli	CM		4.14					\$117.18					\$117.18
Sarah	Candido	CM		68.71					\$1,943.53					\$1,943.53
Trina	Cashley	CM		19.29					\$545.48					\$545.48
Sean	Cerny	CM		20.71					\$585.89					\$585.89
Sarah	Choi	CM		43.71					\$1,236.43					\$1,236.43
Tori	Christie	CM		43.71					\$1,236.43					\$1,236.43
Cynthia	Clawson	CM		25.71					\$727.31					\$727.31
Nicole	Colahan	CM		72.57					\$2,052.63					\$2,052.63
Letetia	Coleman	CM		68.71					\$1,943.53					\$1,943.53
Rachel	Collins	CM		121.14					\$3,426.44					\$3,426.44
Celeste	Copeland	CM		121.14					\$3,426.44					\$3,426.44
Betty	Coutts	CM		24.43					\$690.94					\$690.94
James	Cunningham	CM		61.43					\$1,737.46					\$1,737.46
Michelle	Datsko	CM		121.14					\$3,426.44					\$3,426.44
Melissa	Davis	CM		121.14					\$3,426.44					\$3,426.44
Samantha	Defrank	CM		68.71					\$1,943.53					\$1,943.53
Lauren	Dicair	CM		121.14					\$3,426.44					\$3,426.44
Aja	DiFelice	CM		110.71					\$3,131.47					\$3,131.47
Charlene	Dillman	CM		68.71					\$1,943.53					\$1,943.53
Shakirah	Duckett	CM		58.71					\$1,660.69					\$1,660.69
Adam	Dytko	CM		72.57					\$2,052.63					\$2,052.63
Amira	Edwards	CM		118.43					\$3,349.67					\$3,349.67
Lara	Eschbach	CM		52.43					\$1,482.90					\$1,482.90
Diana	Evans	CM		6.43					\$181.83					\$181.83
Patricia	Eyre	CM		34.71					\$981.87					\$981.87
Nicole	Fanslau	CM		121.14					\$3,426.44					\$3,426.44
Monay	Farrington	CM		43.71					\$1,236.43					\$1,236.43
Sharyn	Feldman	CM		121.14					\$3,426.44					\$3,426.44
Eleesha	Ferguson	CM		110.71					\$3,131.47					\$3,131.47
Beverley	Fernandes	CM		73.43					\$2,076.87					\$2,076.87
Evan	Ferstenfeld	CM		121.14					\$3,426.44					\$3,426.44
Jaime	Finnegan	CM		43.71					\$1,236.43					\$1,236.43
Cecilia	Fitzi	CM		121.14					\$3,426.44					\$3,426.44
Matthew	Flanders	CM		12.00					\$339.41					\$339.41
Regina	Floria	CM		121.14					\$3,426.44					\$3,426.44
Nicole	Florio	CM		23.00					\$650.54					\$650.54
Christopher	Flynn	CM		43.71					\$1,236.43					\$1,236.43
Jennifer	Ford	CM		43.71					\$1,236.43					\$1,236.43
Ashley	Foster	CM		38.00					\$1,074.80					\$1,074.80
Matt	Frank	CM		43.71					\$1,236.43					\$1,236.43
Michelle	Franklin	CM		32.43					\$917.22					\$917.22

EXHIBIT A

<u>First Name</u>	<u>Last Name</u>	<u>Type</u>	<u>Opt-in Look-Back Date</u>	<u>CM Weeks Between 8/1/14 and 11/26/16</u>	<u>AOI Weeks Between Opt-in Look-Back Date and 11/26/16</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18</u>	<u>CM Weeks Between 8/1/14 and 11/26/16 Multiplied by \$28.28/week</u>	<u>AOI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$18.86/week</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date Multiplied by \$28.28/week</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$37.74/week</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18 Multiplied by \$30.00/week</u>	<u>Total Individual Gross Payment Amount</u>
Matt	Friend	CM		36.71					\$1,038.44					\$1,038.44
Debra	Function	CM		110.71					\$3,131.47					\$3,131.47
Darell	Garner	CM		43.71					\$1,236.43					\$1,236.43
Linda	Garvey-tarpy	CM		121.14					\$3,426.44					\$3,426.44
Heather	Gates	CM		83.43					\$2,359.72					\$2,359.72
Anthony	Gawbill	CM		68.71					\$1,943.53					\$1,943.53
Paula	Geyer	CM		43.71					\$1,236.43					\$1,236.43
Tara	Gianfrancesco	CM		43.71					\$1,236.43					\$1,236.43
John	Giles	CM		18.43					\$521.24					\$521.24
Anne	Gilmartin-Canny	CM		72.57					\$2,052.63					\$2,052.63
Deidre	Gladden	CM		18.43					\$521.24					\$521.24
Maggie	Gleason	CM		43.71					\$1,236.43					\$1,236.43
Yvonne	Goff	CM		121.14					\$3,426.44					\$3,426.44
Rachel	Goldberg	CM		72.57					\$2,052.63					\$2,052.63
Odette	Gomez	CM		7.43					\$210.11					\$210.11
Nelly	Gonzalez	CM		15.71					\$444.47					\$444.47
Leah	Goodnow	CM		56.57					\$1,600.08					\$1,600.08
Diana	Granados	CM		121.14					\$3,426.44					\$3,426.44
Latisha	Graves	CM		53.43					\$1,511.19					\$1,511.19
Alexander	Gross	CM		23.57					\$666.70					\$666.70
Alissa	Gruhler	CM		72.57					\$2,052.63					\$2,052.63
Mary	Haesemeyer	CM		26.00					\$735.39					\$735.39
Kalina	Hajec	CM		68.71					\$1,943.53					\$1,943.53
Julie	Hamel	CM		15.71					\$444.47					\$444.47
Kiera	Hamilton	CM		65.43					\$1,850.60					\$1,850.60
James	Hammel	CM		72.57					\$2,052.63					\$2,052.63
Mercedes	Hampson	CM		121.14					\$3,426.44					\$3,426.44
Courtney	Hann	CM		53.14					\$1,503.11					\$1,503.11
Michael	Hargraves	CM		72.57					\$2,052.63					\$2,052.63
Vanessa	Hargrove	CM		110.71					\$3,131.47					\$3,131.47
Cecelia	Harris	CM		52.00					\$1,470.78					\$1,470.78
Kamilah	Heaps	CM		121.14					\$3,426.44					\$3,426.44
Matthew	Heffner	CM		110.71					\$3,131.47					\$3,131.47
Alyson	Hemberger	CM		60.43					\$1,709.18					\$1,709.18
Kristen	Henry	CM		121.14					\$3,426.44					\$3,426.44
Elizabeth	Herman	CM		121.14					\$3,426.44					\$3,426.44
Alison	Hill	CM		106.71					\$3,018.34					\$3,018.34
Gabrielle	Hill	CM		110.71					\$3,131.47					\$3,131.47
Sean	Hogan	CM		85.14					\$2,408.20					\$2,408.20
Lindsey	Hopper	CM		34.71					\$981.87					\$981.87
Craig	Howard	CM		43.71					\$1,236.43					\$1,236.43
Jeffrey	Hudak	CM		16.57					\$468.71					\$468.71
Paul	Hunsberger	CM		36.71					\$1,038.44					\$1,038.44
Marc	Jacobs	CM		121.14					\$3,426.44					\$3,426.44
Lisa	Johns	CM		72.57					\$2,052.63					\$2,052.63
Lucas	Johns	CM		72.57					\$2,052.63					\$2,052.63
Angel	Johnson	CM		97.43					\$2,755.70					\$2,755.70
Lauren	Johnson	CM		121.14					\$3,426.44					\$3,426.44
Michelle	Johnson	CM		121.14					\$3,426.44					\$3,426.44
Jake	Jones	CM		36.71					\$1,038.44					\$1,038.44
James	Jones	CM		51.00					\$1,442.50					\$1,442.50
Jaz	Jones	CM		28.71					\$812.16					\$812.16
Lea	Jones	CM		72.57					\$2,052.63					\$2,052.63
Reina	Jones	CM		121.14					\$3,426.44					\$3,426.44
Vanette	Jordan-Lumogo	CM		6.00					\$169.71					\$169.71
Stephen	Kaestle	CM		6.00					\$169.71					\$169.71
Erin	Kelble	CM		15.71					\$444.47					\$444.47
Cari	Kerby	CM		43.71					\$1,236.43					\$1,236.43
Margie	Kessler	CM		15.71					\$444.47					\$444.47
Bonnie	Kiersh	CM		84.71					\$2,396.08					\$2,396.08
Tara	Kieser	CM		68.71					\$1,943.53					\$1,943.53
Holly	Kisailus	CM		82.14					\$2,323.35					\$2,323.35

EXHIBIT A

<u>First Name</u>	<u>Last Name</u>	<u>Type</u>	<u>Opt-in Look-Back Date</u>	<u>CM Weeks Between 8/1/14 and 11/26/16</u>	<u>AOI Weeks Between Opt-in Look-Back Date and 11/26/16</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18</u>	<u>CM Weeks Between 8/1/14 and 11/26/16 Multiplied by \$28.28/week</u>	<u>AOI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$18.86/week</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date Multiplied by \$28.28/week</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$37.74/week</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18 Multiplied by \$30.00/week</u>	<u>Total Individual Gross Payment Amount</u>
Beth	Kosmin-Felix	CM		121.14					\$3,426.44					\$3,426.44
Elaine	Kraje	CM		4.00					\$113.14					\$113.14
Alicia	Krakau	CM		51.00					\$1,442.50					\$1,442.50
Jessica	Kramlik	CM		72.57					\$2,052.63					\$2,052.63
Jessica	Krawitz	CM		72.57					\$2,052.63					\$2,052.63
Kimberly	Kreientsieck-Sewell	CM		121.14					\$3,426.44					\$3,426.44
Nancy	Landis	CM		4.29					\$121.22					\$121.22
Elizabeth	Laudenslager	CM		15.71					\$444.47					\$444.47
Tionna	Le	CM		74.00					\$2,093.04					\$2,093.04
Andrea	Leach	CM		82.00					\$2,319.31					\$2,319.31
CJ	LeConey	CM		28.71					\$812.16					\$812.16
Jamie	Lee	CM		28.71					\$812.16					\$812.16
Alexia	Levy	CM		121.14					\$3,426.44					\$3,426.44
Tishonda	Lewis	CM		1.14					\$32.32					\$32.32
Robert	Lippmann	CM		110.71					\$3,131.47					\$3,131.47
Jorge	Lozano	CM		30.00					\$848.53					\$848.53
Jenn	Lubicky	CM		36.71					\$1,038.44					\$1,038.44
Erin	Lutz	CM		121.14					\$3,426.44					\$3,426.44
Ashley	Maccarter	CM		61.43					\$1,737.46					\$1,737.46
Theresa	Machen	CM		121.14					\$3,426.44					\$3,426.44
Kelli	Maines	CM		26.43					\$747.51					\$747.51
Brendalee	Maisonet	CM		43.71					\$1,236.43					\$1,236.43
Patricia	Marek	CM		121.14					\$3,426.44					\$3,426.44
Michele	Marino	CM		4.14					\$117.18					\$117.18
Erin	Martin	CM		121.14					\$3,426.44					\$3,426.44
Bea	Martinez	CM		36.71					\$1,038.44					\$1,038.44
Ashley	Mason	CM		15.71					\$444.47					\$444.47
Sache'	Massenburg	CM		15.71					\$444.47					\$444.47
Freda-Rae	Mccray	CM		121.14					\$3,426.44					\$3,426.44
Molly	Mccready	CM		46.00					\$1,301.08					\$1,301.08
Armina	Mcelveen	CM		103.14					\$2,917.32					\$2,917.32
Justina	Mcentee	CM		56.57					\$1,600.08					\$1,600.08
Kevin	McMackin	CM		43.71					\$1,236.43					\$1,236.43
Clara	Menamara	CM		72.57					\$2,052.63					\$2,052.63
Denise	Meola	CM		121.14					\$3,426.44					\$3,426.44
Rachel	Mergaman	CM		110.71					\$3,131.47					\$3,131.47
Cameron	Meyer	CM		36.71					\$1,038.44					\$1,038.44
Margaret	Michie	CM		121.14					\$3,426.44					\$3,426.44
Katie	Misra	CM		121.14					\$3,426.44					\$3,426.44
Maureen	Morison	CM		68.71					\$1,943.53					\$1,943.53
Nina	Morvin	CM		15.71					\$444.47					\$444.47
Kathryn	Mowers	CM		121.14					\$3,426.44					\$3,426.44
Marissa	Mummert	CM		36.71					\$1,038.44					\$1,038.44
Courtney	Nash	CM		121.14					\$3,426.44					\$3,426.44
Kerri	Nash	CM		57.71					\$1,632.41					\$1,632.41
Michael	Nathan	CM		7.57					\$214.15					\$214.15
James	Nelson	CM		121.14					\$3,426.44					\$3,426.44
Nicole	Nelson	CM		36.43					\$1,030.36					\$1,030.36
Suzanne	Nelson	CM		121.14					\$3,426.44					\$3,426.44
Deborah	Nicholas	CM		9.29					\$262.64					\$262.64
Kathryn	Nicksie	CM		74.00					\$2,093.04					\$2,093.04
Catherine	Nollau	CM		27.57					\$779.84					\$779.84
Steven	Nusca	CM		28.71					\$812.16					\$812.16
Emily	Nussdorfer	CM		5.00					\$141.42					\$141.42
Susan	Nych	CM		44.00					\$1,244.51					\$1,244.51
Jazmin	Olmedo-Krawiec	CM		36.71					\$1,038.44					\$1,038.44
Caroline	O'Neill	CM		116.86					\$3,305.22					\$3,305.22
Natasha	Owens	CM		121.14					\$3,426.44					\$3,426.44
Tom	Paulits	CM		121.14					\$3,426.44					\$3,426.44
Aimee	Petronglo	CM		43.71					\$1,236.43					\$1,236.43
Heather	Phillips	CM		65.43					\$1,850.60					\$1,850.60
Nicole	Phoenix	CM		88.71					\$2,509.22					\$2,509.22

EXHIBIT A

<u>First Name</u>	<u>Last Name</u>	<u>Type</u>	<u>Opt-in Look-Back Date</u>	<u>CM Weeks Between 8/1/14 and 11/26/16</u>	<u>AOI Weeks Between Opt-in Look-Back Date and 11/26/16</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18</u>	<u>CM Weeks Between 8/1/14 and 11/26/16 Multiplied by \$28.28/week</u>	<u>AOI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$18.86/week</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date Multiplied by \$28.28/week</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$37.74/week</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18 Multiplied by \$30.00/week</u>	<u>Total Individual Gross Payment Amount</u>
Linda	Pinder	CM		121.14					\$3,426.44					\$3,426.44
Jacqueline	Poli	CM		110.71					\$3,131.47					\$3,131.47
Marissa	Polselli	CM		121.14					\$3,426.44					\$3,426.44
Vanessa	Price	CM		28.71					\$812.16					\$812.16
Jennifer	Pyott	CM		121.14					\$3,426.44					\$3,426.44
Beth	Ralls	CM		121.14					\$3,426.44					\$3,426.44
James	Ramey	CM		28.71					\$812.16					\$812.16
Michele	Ranieri	CM		121.14					\$3,426.44					\$3,426.44
Kali	Reierson	CM		98.29					\$2,779.94					\$2,779.94
Jason	Rhoades	CM		36.71					\$1,038.44					\$1,038.44
Bridget	Rivera	CM		28.71					\$812.16					\$812.16
Sarah	Robertson	CM		121.14					\$3,426.44					\$3,426.44
Danielle	Rodriguez	CM		28.71					\$812.16					\$812.16
Christine	Romagano	CM		51.00					\$1,442.50					\$1,442.50
Christian	Romonusky	CM		108.14					\$3,058.74					\$3,058.74
Regina	Rose	CM		121.14					\$3,426.44					\$3,426.44
Kimberly	Sabatino	CM		121.14					\$3,426.44					\$3,426.44
Alexa	Scarlett	CM		11.00					\$311.13					\$311.13
Maureen	Schmidt	CM		58.00					\$1,640.49					\$1,640.49
Aimee	Schulz-Plarr	CM		89.43					\$2,529.42					\$2,529.42
Lauren	Schumacher	CM		121.14					\$3,426.44					\$3,426.44
Evelyn	Scott	CM		121.14					\$3,426.44					\$3,426.44
Shellyann	Scott	CM		36.71					\$1,038.44					\$1,038.44
Rebecca	Shields	CM		61.43					\$1,737.46					\$1,737.46
Latryce	Shubert	CM		28.71					\$812.16					\$812.16
Alicia	Sides	CM		111.71					\$3,159.76					\$3,159.76
Janice	Singer	CM		121.14					\$3,426.44					\$3,426.44
Tyree	Singleton	CM		89.00					\$2,517.30					\$2,517.30
Aja	Southerland	CM		110.71					\$3,131.47					\$3,131.47
Cecilia	Spencer	CM		68.71					\$1,943.53					\$1,943.53
Nicole	Spencer	CM		121.14					\$3,426.44					\$3,426.44
Amanda	Spivak	CM		29.43					\$832.37					\$832.37
Erica	Stachle	CM		121.14					\$3,426.44					\$3,426.44
Marvin	Steadman	CM		4.71					\$133.34					\$133.34
Lindsey	Stetson	CM		52.43					\$1,482.90					\$1,482.90
Jessica	Stoicsitz	CM		61.00					\$1,725.34					\$1,725.34
Sarah	Stouth	CM		73.57					\$2,080.91					\$2,080.91
Lauren	Stump	CM		121.14					\$3,426.44					\$3,426.44
Linda	Swartz	CM		6.57					\$185.87					\$185.87
Carmen	Taylor	CM		108.57					\$3,070.86					\$3,070.86
Eve	Terran	CM		121.14					\$3,426.44					\$3,426.44
Jennifer	Thomason	CM		110.71					\$3,131.47					\$3,131.47
Ronald	Tilghman	CM		110.71					\$3,131.47					\$3,131.47
Ryan	Tobin	CM		121.14					\$3,426.44					\$3,426.44
Marilyn	Torres	CM		43.71					\$1,236.43					\$1,236.43
Patricia	Townsend	CM		97.71					\$2,763.78					\$2,763.78
Joe	Turney	CM		15.71					\$444.47					\$444.47
Carla	Villalobos	CM		15.71					\$444.47					\$444.47
Laura	Viveros	CM		28.71					\$812.16					\$812.16
Valerie	Voluntad	CM		121.14					\$3,426.44					\$3,426.44
Joneen	Walker	CM		121.14					\$3,426.44					\$3,426.44
Nancy	Walters	CM		68.71					\$1,943.53					\$1,943.53
Keyanna	Webb	CM		51.00					\$1,442.50					\$1,442.50
Jomel	White	CM		121.14					\$3,426.44					\$3,426.44
NJ	Wiggins	CM		121.14					\$3,426.44					\$3,426.44
Sandrine	Wilson	CM		15.71					\$444.47					\$444.47
Eirean	Yetter	CM		121.14					\$3,426.44					\$3,426.44
Lamont	Youngblood	CM		18.43					\$521.24					\$521.24
Kimberly	Zawacki	CM		121.14					\$3,426.44					\$3,426.44
Shereese	Bell	AOI	1/19/2015		94.57			58.71		\$1,783.26			\$1,761.43	\$3,544.68
Charlie A.	Briggs	AOI	12/18/2014		8.57					\$161.62				\$161.62
Lindsey	Colosey	AOI	1/8/2015		49.00					\$923.95				\$923.95

EXHIBIT A

<u>First Name</u>	<u>Last Name</u>	<u>Type</u>	<u>Opt-in Look-Back Date</u>	<u>CM Weeks Between 8/1/14 and 11/26/16</u>	<u>AOI Weeks Between Opt-in Look-Back Date and 11/26/16</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18</u>	<u>CM Weeks Between 8/1/14 and 11/26/16 Multiplied by \$28.28/week</u>	<u>AOI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$18.86/week</u>	<u>POI Weeks Between 8/1/14 and Opt-in Look- Back Date Multiplied by \$28.28/week</u>	<u>POI Weeks Between Opt- in Look-Back Date and 11/26/16 Multiplied by \$37.74/week</u>	<u>AOI and POI Weeks Between 11/27/16 and 12/29/18 Multiplied by \$30.00/week</u>	<u>Total Individual Gross Payment Amount</u>
Jessica	Greiner	AOI	9/18/2014		38.71			48.71		\$730.00			\$1,461.43	\$2,191.43
Maria Teresa	Guereque	AOI	12/18/2014		77.86					\$1,468.09				\$1,468.09
Nicole	Havermale	AOI	1/22/2015		38.71			109.00		\$730.00			\$3,270.00	\$4,000.00
Tracey	James	AOI	12/28/2014		99.86			49.86		\$1,882.92			\$1,495.71	\$3,378.64
Tanya D.	Johnson	AOI	1/11/2015		9.71					\$183.17				\$183.17
Nora	Quintana	AOI	12/18/2014		94.57			54.43		\$1,783.26			\$1,632.86	\$3,416.11
Kali	Reierson	AOI	12/14/2014		82.43					\$1,554.29				\$1,554.29
Leah	Sherrill	AOI	11/21/2014		90.43					\$1,705.14				\$1,705.14
Angelica	Silva	AOI	1/22/2015		45.14					\$851.22				\$851.22
Liane	Sparks	AOI	12/22/2014		14.43					\$272.07				\$272.07
Daryl	Traylor	AOI	10/27/2014		23.29					\$439.08				\$439.08
Whitney	Tucker	AOI	1/12/2015		97.71			83.43		\$1,842.52			\$2,502.86	\$4,345.38
Inea	West	AOI	8/23/2014		27.43					\$517.20				\$517.20
TOTALS				18356.29	892.43	397.43	3390.29	1662.71	\$519,194.13	\$16,827.79	\$11,240.98	\$127,855.67	\$49,881.43	\$725,000.00

Exhibit B

Exhibit B: Notice to “Arizona Opt-Ins”

NOTICE OF SETTLEMENT

Gwendolyn Hall v. Accolade, Inc., 2:17-cv-03423-GEKP
United States District Court, Eastern District of Pennsylvania

TO: **[INSERT NAME]**

YOU ARE COVERED BY THE SETTLEMENT OF THIS CLASS ACTION LAWSUIT.

A FEDERAL JUDGE AUTHORIZED THIS NOTICE, WHICH SUMMARIZES THE TERMS OF THE SETTLEMENT AND EXPLAINS YOUR RIGHTS UNDER THE SETTLEMENT.

PLEASE READ THIS DOCUMENT CAREFULLY.

1. Who is covered by the settlement?

The United States District Court in Philadelphia, PA presides over this lawsuit, which was filed in August 2017 by Gwendolyn Hall against Accolade, Inc.

The lawsuit addresses whether or not Accolade paid its Health Assistants (“HAs”) in compliance with a federal law called the Fair Labor Standards Act and a state law called the Pennsylvania Minimum Wage Act. We will refer to the Fair Labor Standards Act claim as the “**Federal Overtime Claim.**” We will refer to the Pennsylvania Minimum Wage Act claim as the “**PA Overtime Claim.**”

In December 2017, all individuals potentially covered by the Federal Overtime Claim were mailed a package that included a description of the Federal Overtime Claim and a form that the recipient was required to return in order to pursue the Federal Overtime Claim. A total of 63 individuals returned these forms. You, **[Insert Name]**, returned a form. As a result, you are covered by the Federal Overtime Claim.

In addition, all individuals employed in Pennsylvania as HAs between August 1, 2014 and November 26, 2016 are covered by the PA Overtime Claim. You, **[Insert Name]**, are **not** covered by the PA Overtime Claim because you worked in Arizona.

2. What is alleged in the lawsuit?

As discussed below, the settled lawsuit covers two separate time periods:

August 1, 2014 until November 26, 2016: Both the Federal Overtime Claim and the PA Overtime Claim apply to this period. Under the overtime laws, some employees are entitled to “time and one-half” overtime pay when they work over 40 hours per week. However, certain salaried employees are “exempt” from the overtime laws. Prior to November 26, 2016, Accolade classified HAs as falling within the “Administrative” exemption to the overtime laws, and as a result, did not pay overtime to the HAs. Under this “Administrative” exemption, salaried employees are not legally entitled to overtime pay if: (i) they primarily perform office or non-manual work directly related to the general business operations of Accolade or its customers and

(ii) their primary duties include the “exercise of discretion and independent judgment with respect to matters of significance.” Accolade maintains that HAs fit each of these criteria and, therefore, were not entitled to overtime pay. Accolade also maintains that, even if HAs were entitled to overtime pay, they did not work overtime hours often. Ms. Hall disagrees with Accolade. She contends that HAs did not fall within the “Administrative” exemption and that HAs often worked overtime hours.

The overtime “misclassification” claim described in the above paragraph applies to you, **[Insert Name]**, because you worked as an HA prior to November 26, 2016. **OR** The overtime “misclassification” claim described in the above paragraph does **not** apply to you, **[Insert Name]**, because you did not work as an HA prior to November 26, 2016.

November 27, 2016 until December 29, 2018: Only the Federal Overtime Claim applies to this period. During this period, Accolade paid HAs an hourly wage plus “time and one-half” overtime pay when they worked over 40 hours per week. According to Ms. Hall, Accolade improperly failed to give HAs overtime credit for all compensable work activities before and after their shifts. These activities include, for example, time spent logging into computer systems at the beginning of the shift and time spent finishing customer calls at the end of the shift. Accolade denies Ms. Hall’s allegation and asserts that it paid HAs for all compensable work activities. Accolade also asserts that much of the allegedly unpaid time is not covered by the Federal Overtime Claim because, even if the time were credited, the HA’s total weekly hours would still fall below 40.

The unpaid work claim described in the above paragraph applies to you, **[Insert Name]**, because you worked as an HA after November 27, 2016. **OR** The unpaid work claim described in the above paragraph does **not** apply to you, **[Insert Name]**, because you did not work as an HA after November 27, 2016.

3. Why is there a settlement?

The Court has not decided who will win the lawsuit. So both the HAs and Accolade run the risk of losing.

The settlement is a compromise. It allows both sides to avoid the costs, delays, and risks of further litigation and provides money to Ms. Hall and other HAs covered by the settlement.

In reaching this settlement, Accolade denies that it violated any laws, and continues to assert that its pay practices were and are entirely legal.

4. How much money will I recover under the settlement?

The Judge will decide whether the settlement should be approved as fair and reasonable. If the Judge approves the settlement, a total amount of \$1,100,000 will be distributed to the 323 HAs covered by the lawsuit and to the lawyers identified in Section 9. If the Court approves the requested legal fees, expenses, and service awards, a total of \$725,000.00 will be available to the 323 HAs covered by the lawsuit.

If the Court approves the settlement, you, **[INSERT NAME]**, will receive an individual payment in the gross amount of \$**[insert Payment Amount]**. This gross payment amount is considered wage income. So your settlement check will be reduced to reflect all payroll deductions and taxes ordinarily paid by **both** employers and employees. You will receive an IRS

W-2 Form reflecting this payment and the associated taxes and withholdings.

The method for determining the individual payment amounts owed to you and other individuals covered by the settlement is described below:

- **Arizona HAs:** Arizona HAs do not benefit from the PA Overtime Claim because they did not work in Pennsylvania. Arizona HAs, therefore, are limited to the Federal Overtime Claim. **YOU, [INSERT NAME], FALL INTO THIS CATEGORY.** The Federal Overtime Claim entitles you to seek unpaid overtime wages for all weeks between [Insert Opt-In Look Back Date] and December 29, 2018. Under the payment formula, you are entitled to: **(i)** \$18.86 for each week employed as an HA between [Insert Opt-In Look Back Date] and November 26, 2016 **plus (ii)** \$30.00 for each week employed as an HA between November 27, 2016 and December 29, 2018. Your Gross Payment of \$**[insert Payment Amount]** is based on this formula.
- **Pennsylvania HAs Covered by Both the Federal Overtime Claim and the PA Overtime Claim:** All Pennsylvania HAs covered by the settlement benefit from the PA Overtime Claim. In addition, some of these Pennsylvania HAs also benefit from the Federal Overtime Claim because they previously returned the form required to pursue such claim. Under the payment formula, these individuals are entitled to: **(i)** \$28.28-\$37.74 for each week employed as an HA between August 1, 2014 and November 26, 2016 **plus (ii)** \$30.00 for each week employed as an HA between November 27, 2016 and December 29, 2018.
- **Pennsylvania HAs Covered by the PA Overtime Claim Only:** Pennsylvania HAs who did not previously return the form required to pursue the Federal Overtime Claim are nonetheless covered by the PA Overtime Claim. Under the payment formula, these individuals are entitled to \$28.28 for each week employed as an HA between August 1, 2014 and November 26, 2016.

If you have any questions about the determination of your payment amount, please call one of the law firms listed in Section 9.

Also, please keep in mind that the settlement payments described above will be made *only if* the Judge approves the settlement.

5. How can I receive a settlement payment?

If this Notice is addressed to you, then you are covered by the settlement and ***you do not need to do anything to receive a settlement payment.*** Of course, the payment will not be made unless the Judge approves the settlement.

6. What do I give up by receiving a settlement payment?

If you do not exclude yourself from the settlement by following the procedures in Section 7, you will release and forever discharge Accolade (as well as its past, present, or future parents, subsidiaries, affiliates or related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, agents, employees, successors,

heirs, spouses, administrators, executors, partners, assigns, attorneys, and insurers) from all claims arising between August 1, 2014 and **[Insert Final Approval Date]** and asserted in or related to the Action, including, but not limited to, all such claims seeking unpaid overtime wages under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, the Pennsylvania Minimum Wage Act, 43 P.S. §§ 333.101, *et seq.*, the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1 *et seq.*, the Arizona Wage Law, Ariz. Rev. Stat. §§ 23-350, *et seq.*, or any other federal, state, or local statute, regulation, ordinance, or common law theory seeking unpaid wages or any associated penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief.

If you have any questions about the scope of this release, please call one of the law firms listed in Section 8.

7. How do I exclude myself from this settlement?

If you do not want to participate in the settlement, then you must take steps to exclude yourself.

To exclude yourself, you must prepare a note or letter simply stating: "I wish to be excluded from the Accolade Wage Lawsuit." The letter or note may be typed or handwritten. Be sure to include your signature, printed full name, address, and phone number. To be valid, your exclusion request must be postmarked no later than **[INSERT DATE]** and be mailed to: Accolade Wage Lawsuit, c/o Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, FL 32308.

Importantly, if you exclude yourself from the settlement, you will not receive any money payment, you will not be legally bound by the settlement, and you will not waive or release any legal claims against Accolade.

8. How do I object to the settlement?

You can object to the settlement if you believe it is unfair or should not be approved. The Judge will consider your objection in deciding whether to approve the settlement.

To object to the settlement, you must prepare a letter or note stating that you "object" to the settlement in the Accolade Wage Lawsuit. The letter or note may be handwritten. Be sure to include your signature, printed full name, address, and telephone number. You may (but are not required to) consult with or retain an attorney to assist you in drafting the objection. If you are not being assisted by an attorney, simply do your best to describe the reasons why you object to the settlement. However, if you object, your written objection must state with specificity the grounds for your objection. Also, you must state whether the objection applies to you alone, to you and some other HAs covered by the settlement, or to you and all other HAs covered by the settlement.

To be valid, your objection ***must be postmarked on or before*** **[INSERT DATE]** and must be mailed to: Accolade Wage Lawsuit, c/o Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, FL 32308.

9. Do I have a lawyer?

Plaintiff and other individuals who do not exclude themselves from the settlement are

represented by the following law firms: (i) **Winebrake & Santillo, LLC**, 715 Twining Road, Suite 211, Dresher, PA 19025; Phone **(215) 884-2491**; and (ii) **Hardwick Benfer, LLC**, 179 North Broad Street, Doylestown, PA 18901; Phone **(215) 230-1912**. Lawyers from these firms will answer your questions about the lawsuit and settlement free of charge and in strict confidence. If you call, please identify yourself as a “Class Member” in the “Accolade Wage Lawsuit” and ask to speak with one of the assigned lawyers.

10. How do the lawyers get paid and does Ms. Hall get any extra money?

You will **not** pay any legal fees or expenses out of your individual settlement payment described in Section 4. Rather, the above firms will ask the Judge to approve legal fees and expenses of \$363,000 (which is 33% of the total \$1,100,000 settlement payment). The Judge has not yet decided whether she will approve these requested fees and expenses.

In addition, the above lawyers will ask the Judge to approve extra “service award” payments of \$10,000 to Ms. Hall and \$1,000 to two HAs who were required to testify at depositions. The Judge has not yet decided whether she will approve these requested service awards.

11. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. You are not required or expected to attend that hearing. However, you are welcome to attend.

During the hearing, the Judge will consider whether the \$725,000 in payments to the 323 individuals covered by the settlement are fair and should be approved. The Judge also will consider the fairness and reasonableness of the \$363,000 in requested legal fees and expenses and the \$12,000 in requested service awards. In making her decision, the Judge will consider any written objections to the settlement and will hear from any individuals (or their legal representatives) who wish to be heard.

The hearing will take place on **[Insert Date]** at **[Insert Time]** in Courtroom **[Insert Room Number]** of the United States Courthouse, 601 Market Street, Philadelphia, PA 19106.

12. How do I obtain more information?

This Notice summarizes the most important aspects of the proposed settlement. You can obtain further information by calling one of the law firms listed in Section 9.

Dated: **[Insert Date]**

Approved: Hon. Gene E.K. Pratter
United States District Court
Eastern District of Pennsylvania

Exhibit C

Exhibit C: Notice to “Pennsylvania Opt-Ins”

NOTICE OF SETTLEMENT

Gwendolyn Hall v. Accolade, Inc., 2:17-cv-03423-GEKP
United States District Court, Eastern District of Pennsylvania

TO: **[INSERT NAME]**

YOU ARE COVERED BY THE SETTLEMENT OF THIS CLASS ACTION LAWSUIT.

A FEDERAL JUDGE AUTHORIZED THIS NOTICE, WHICH SUMMARIZES THE TERMS OF THE SETTLEMENT AND EXPLAINS YOUR RIGHTS UNDER THE SETTLEMENT.

PLEASE READ THIS DOCUMENT CAREFULLY.

1. Who is covered by the settlement?

The United States District Court in Philadelphia, PA presides over this lawsuit, which was filed in August 2017 by Gwendolyn Hall against Accolade, Inc.

The lawsuit addresses whether or not Accolade paid its Health Assistants (“HAs”) in compliance with a federal law called the Fair Labor Standards Act and a state law called the Pennsylvania Minimum Wage Act. We will refer to the Fair Labor Standards Act claim as the “**Federal Overtime Claim.**” We will refer to the Pennsylvania Minimum Wage Act claim as the “**PA Overtime Claim.**”

In December 2017, all individuals potentially covered by the Federal Overtime Claim were mailed a package that included a description of the Federal Overtime Claim and a form that the recipient was required to return in order to pursue the Federal Overtime Claim. A total of 63 individuals returned these forms. You, **[Insert Name]**, returned a form. As a result, you are covered by the Federal Overtime Claim.

In addition, all individuals employed in Pennsylvania as HAs between August 1, 2014 and November 26, 2016 are covered by the PA Overtime Claim. You, **[Insert Name]**, are covered by the PA Overtime Claim. **OR** You, **[Insert Name]**, are **not** covered by the PA Overtime Claim because you did not work as an HA prior to November 26, 2016.

2. What is alleged in the lawsuit?

As discussed below, the settled lawsuit covers two separate time periods:

August 1, 2014 until November 26, 2016: Both the Federal Overtime Claim and the PA Overtime Claim apply to this period. Under the overtime laws, some employees are entitled to “time and one-half” overtime pay when they work over 40 hours per week. However, certain salaried employees are “exempt” from the overtime laws. Prior to November 26, 2016, Accolade classified HAs as falling within the “Administrative” exemption to the overtime laws, and as a result, did not pay overtime to the HAs. Under this “Administrative” exemption, salaried employees are not legally entitled to overtime pay if: (i) they primarily perform office or non-

manual work directly related to the general business operations of Accolade or its customers and (ii) their primary duties include the “exercise of discretion and independent judgment with respect to matters of significance.” Accolade maintains that HAs fit each of these criteria and, therefore, were not entitled to overtime pay. Accolade also maintains that, even if HAs were entitled to overtime pay, they did not work overtime hours often. Ms. Hall disagrees with Accolade. She contends that HAs did not fall within the “Administrative” exemption and that HAs often worked overtime hours.

The overtime “misclassification” claim described in the above paragraph applies to you, **[Insert Name]**, because, according to Accolade’s payroll records, you worked as an HA prior to November 26, 2016. **OR** The overtime “misclassification” claim described in this paragraph does **not** apply to you, **[Insert Name]**, because you did not work as an HA prior to November 26, 2016.

November 27, 2016 until December 29, 2018: Only the Federal Overtime Claim applies to this period. During this period, Accolade paid HAs an hourly wage plus “time and one-half” overtime pay when they worked over 40 hours per week. According to Ms. Hall, Accolade improperly failed to give HAs overtime credit for all compensable work activities before and after their shifts. These activities include, for example, time spent logging into computer systems at the beginning of the shift and time spent finishing customer calls at the end of the shift. Accolade denies Ms. Hall’s allegation and asserts that it paid HAs for all compensable work activities. Accolade also asserts that much of the allegedly unpaid time is not covered by the Federal Overtime Claim because, even if the time were credited, the HA’s total weekly hours would still fall below 40.

The unpaid work claim described in the above paragraph applies to you, **[Insert Name]**, because you worked as an HA after November 27, 2016. **OR** The unpaid work claim described in the above paragraph does **not** apply to you, **[Insert Name]**, because you did not work as a HA after November 27, 2016.

3. Why is there a settlement?

The Court has not decided who will win the lawsuit. So both the HAs and Accolade run the risk of losing.

The settlement is a compromise. It allows both sides to avoid the costs, delays, and risks of further litigation and provides money to Ms. Hall and other HAs covered by the settlement.

In reaching this settlement, Accolade denies that it violated any laws, and continues to assert that its pay practices were and are entirely legal.

4. How much money will I recover under the settlement?

The Judge will decide whether the settlement should be approved as fair and reasonable. If the Judge approves the settlement, a total amount of \$1,100,000 will be distributed to the 323 HAs covered by the lawsuit and to the lawyers identified in Section 9. If the Court approves the requested legal fees, expenses, and service awards, a total of \$725,000.00 will be available to the 323 HAs covered by the lawsuit.

If the Court approves the settlement, you, **[INSERT NAME]**, will receive an individual payment in the gross amount of \$**[insert Payment Amount]**. This gross payment amount is

considered wage income. So your settlement check will be reduced to reflect all payroll deductions and taxes ordinarily paid by **both** employers and employees. You will receive an IRS W-2 Form reflecting this payment and the associated taxes and withholdings.

The method for determining the individual payment amounts owed to you and other individuals covered by the settlement is described below:

- **Arizona HAs:** Arizona HAs do not benefit from the PA Overtime Claim because they did not work in Pennsylvania. Arizona HAs, therefore, are limited to the Federal Overtime Claim. Under the payment formula, these individuals are entitled to: **(i)** \$18.86 for each week employed as an HA between early-2015 and November 26, 2016 *plus* **(ii)** \$30.00 for each week employed as an HA between November 27, 2016 and December 29, 2018.
- **Pennsylvania HAs Covered by Both the Federal Overtime Claim and the PA Overtime Claim:** All Pennsylvania HAs covered by the settlement benefit from the PA Overtime Claim because they worked in Pennsylvania. In addition, some of these Pennsylvania HAs also benefit from the Federal Overtime Claim because they previously returned the form required to pursue the Federal Overtime Claim. **YOU, [INSERT NAME], FALL INTO THIS CATEGORY.** Under the payment formula, you are entitled to: **(i)** \$28.28 for each week employed as a HA during the period between August 1, 2014 and your [Insert Opt-In Look Back Date] *plus* **(ii)** \$37.74 for each week employed as a HA between [Insert Opt-In Look Back Date] and November 26, 2016 *plus* **(iii)** \$30.00 for each week employed as a HA between November 27, 2016 and December 29, 2018. Your Gross Payment of **\$[insert Payment Amount]** is based on this formula.
- **Pennsylvania HAs Covered by the PA Overtime Claim Only:** Pennsylvania HAs who did not previously return the form required to pursue the Federal Overtime Claim are nonetheless covered by the PA Overtime Claim. Under the payment formula, these individuals are entitled to \$28.28 for each week employed as an HA between August 1, 2014 and November 26, 2016.

If you have any questions about the determination of your payment amount, please call one of the law firms listed in Section 9.

Also, please keep in mind that the settlement payments described above will be made *only if* the Judge approves the settlement.

5. How can I receive a settlement payment?

If this Notice is addressed to you, then you are covered by the settlement and ***you do not need to do anything to receive a settlement payment.*** Of course, the payment will not be made unless the Judge approves the settlement.

6. What do I give up by receiving a settlement payment?

If you do not exclude yourself from the settlement by following the procedures in Section 7, you will release and forever discharge Accolade (as well as its past, present, or future parents,

subsidiaries, affiliates or related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, attorneys, and insurers) from all claims arising between August 1, 2014 and **[Insert Final Approval Date]** and asserted in or related to the Action, including, but not limited to, all such claims seeking unpaid overtime wages under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, the Pennsylvania Minimum Wage Act, 43 P.S. §§ 333.101, *et seq.*, the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1 *et seq.*, the Arizona Wage Law, Ariz. Rev. Stat. §§ 23-350, *et seq.*, or any other federal, state, or local statute, regulation, ordinance, or common law theory seeking unpaid wages or any associated penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief.

If you have any questions about the scope of this release, please call one of the law firms listed in Section 9.

7. How do I exclude myself from this settlement?

If you do not want to participate in the settlement, then you must take steps to exclude yourself.

To exclude yourself, you must prepare a note or letter simply stating: "I wish to be excluded from the Accolade Wage Lawsuit." The letter or note may be typed or handwritten. Be sure to include your signature, printed full name, address, and phone number. To be valid, your exclusion request must be postmarked no later than **[INSERT DATE]** and be mailed to: Accolade Wage Lawsuit, c/o Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, FL 32308.

Importantly, if you exclude yourself from the settlement, you will not receive any money payment, you will not be legally bound by the settlement, and you will not waive or release any legal claims against Accolade.

8. How do I object to the settlement?

You can object to the settlement if you believe it is unfair or should not be approved. The Judge will consider your objection in deciding whether to approve the settlement.

To object to the settlement, you must prepare a letter or note stating that you "object" to the settlement in the Accolade Wage Lawsuit. The letter or note may be handwritten. Be sure to include your signature, printed full name, address, and telephone number. You may (but are not required to) consult with or retain an attorney to assist you in drafting the objection. If you are not being assisted by an attorney, simply do your best to describe the reasons why you object to the settlement. However, if you object, your written objection must state with specificity the grounds for your objection. Also, you must state whether the objection applies to you alone, to you and some other HAs covered by the settlement, or to you and all other HAs covered by the settlement.

To be valid, your objection ***must be postmarked on or before*** **[INSERT DATE]** and must be mailed to: Accolade Wage Lawsuit, c/o Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, FL 32308.

9. Do I have a lawyer?

Plaintiff and other individuals who do not exclude themselves from the settlement are represented by the following law firms: (i) **Winebrake & Santillo, LLC**, 715 Twining Road, Suite 211, Dresher, PA 19025; Phone **(215) 884-2491**; and (ii) **Hardwick Benfer, LLC**, 179 North Broad Street, Doylestown, PA 18901; Phone **(215) 230-1912**. Lawyers from these firms will answer your questions about the lawsuit and settlement free of charge and in strict confidence. If you call, please identify yourself as a “Class Member” in the “Accolade Wage Lawsuit” and ask to speak with one of the assigned lawyers.

10. How do the lawyers get paid and does Ms. Hall get any extra money?

You will ***not*** pay any legal fees or expenses out of your individual settlement payment described in Section 4. Rather, the above firms will ask the Judge to approve legal fees and expenses of \$363,000 (which is 33% of the total \$1,100,000 settlement payment). The Judge has not yet decided whether she will approve these requested fees and expenses.

In addition, the above lawyers will ask the Judge to approve extra “service award” payments of \$10,000 to Ms. Hall and \$1,000 to two HAs who were required to testify at depositions. The Judge has not yet decided whether she will approve these requested service awards.

11. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. You are not required or expected to attend that hearing. However, you are welcome to attend.

During the hearing, the Judge will consider whether the \$725,000 in payments to the 323 individuals covered by the settlement are fair and should be approved. The Judge also will consider the fairness and reasonableness of the \$363,000 in requested legal fees and expenses and the \$12,000 in requested service awards. In making her decision, the Judge will consider any written objections to the settlement and will hear from any individuals (or their legal representatives) who wish to be heard.

The hearing will take place on **[Insert Date]** at **[Insert Time]** in Courtroom **[Insert Room Number]** of the United States Courthouse, 601 Market Street, Philadelphia, PA 19106.

12. How do I obtain more information?

This Notice summarizes the most important aspects of the proposed settlement. You can obtain further information by calling one of the law firms listed in Section 9.

Dated: **[Insert Date]**

Approved: Hon. Gene E.K. Pratter
United States District Court
Eastern District of Pennsylvania

Exhibit D

Exhibit D: Notice to “Non-Opt-In Class Members”

NOTICE OF SETTLEMENT

Gwendolyn Hall v. Accolade, Inc., 2:17-cv-03423-GEKP
United States District Court, Eastern District of Pennsylvania

TO: **[INSERT NAME]**

YOU ARE COVERED BY THE SETTLEMENT OF THIS CLASS ACTION LAWSUIT.

A FEDERAL JUDGE AUTHORIZED THIS NOTICE, WHICH SUMMARIZES THE TERMS OF THE SETTLEMENT AND EXPLAINS YOUR RIGHTS UNDER THE SETTLEMENT.

PLEASE READ THIS DOCUMENT CAREFULLY.

1. Who is covered by the settlement?

The United States District Court in Philadelphia, PA presides over this lawsuit, which was filed in August 2017 by Gwendolyn Hall against Accolade, Inc.

The lawsuit addresses whether or not Accolade paid its Health Assistants (“HAs”) in compliance with a federal law called the Fair Labor Standards Act and a state law called the Pennsylvania Minimum Wage Act. We will refer to the Fair Labor Standards Act claim as the “**Federal Overtime Claim.**” We will refer to the Pennsylvania Minimum Wage Act claim as the “**PA Overtime Claim.**”

In December 2017, all individuals potentially covered by the Federal Overtime Claim were mailed a package that included a description of the Federal Overtime Claim and a form that the recipient was required to return in order to pursue the Federal Overtime Claim. A total of 63 individuals returned these forms. You, **[Insert Name]**, did not return a form. As a result, you are **not** covered by the Federal Overtime Claim.

In addition, all individuals employed in Pennsylvania as HAs between August 1, 2014 and November 26, 2016 are covered by the PA Overtime Claim. You, **[Insert Name]**, are covered by the PA Overtime Claim.

2. What is alleged in the lawsuit?

As discussed below, the settled lawsuit covers two separate time periods:

August 1, 2014 until November 26, 2016: Both the Federal Overtime Claim and the PA Overtime Claim apply to this period. Under the overtime laws, some employees are entitled to “time and one-half” overtime pay when they work over 40 hours per week. However, certain salaried employees are “exempt” from the overtime laws. Prior to November 26, 2016, Accolade classified HAs as falling within the “Administrative” exemption to the overtime laws, and as a result, did not pay overtime to the HAs. Under this “Administrative” exemption, salaried employees are not legally entitled to overtime pay if: (i) they primarily perform office or non-

manual work directly related to the general business operations of Accolade or its customers and (ii) their primary duties include the “exercise of discretion and independent judgment with respect to matters of significance.” Accolade maintains that HAs fit each of these criteria and, therefore, were not entitled to overtime pay. Accolade also maintains that, even if HAs were entitled to overtime pay, they did not work overtime hours often. Ms. Hall disagrees with Accolade. She contends that HAs did not fall within the “Administrative” exemption and that HAs often worked overtime hours.

The overtime “misclassification” claim described in the above paragraph applies to you, **[Insert Name]**, because you worked as an HA between August 1, 2014 and November 26, 2016.

November 27, 2016 until December 29, 2018: Only the Federal Overtime Claim applies to this period. During this period, Accolade paid HAs an hourly wage plus “time and one-half” overtime pay when they worked over 40 hours per week. According to Ms. Hall, Accolade improperly failed to give HAs overtime credit for all compensable work activities before and after their shifts. These activities include, for example, time spent logging into computer systems at the beginning of the shift and time spent finishing customer calls at the end of the shift. Accolade denies Ms. Hall’s allegation and asserts that it paid HAs for all compensable work activities. Accolade also asserts that much of the allegedly unpaid time is not covered by the Federal Overtime Claim because, even if the time were credited, the HA’s total weekly hours would still fall below 40.

The unpaid work claim described in the above paragraph does **not** apply to you, **[Insert Name]**, you never returned a form entitling you to pursue the Federal Overtime Claim.

3. Why is there a settlement?

The Court has not decided who will win the lawsuit. So both the HAs and Accolade run the risk of losing.

The settlement is a compromise. It allows both sides to avoid the costs, delays, and risks of further litigation and provides money to Ms. Hall and other HAs covered by the settlement.

In reaching this settlement, Accolade denies that it violated any laws, and continues to assert that its pay practices were and are entirely legal.

4. How much money will I recover under the settlement?

The Judge will decide whether the settlement should be approved as fair and reasonable. If the Judge approves the settlement, a total amount of \$1,100,000 will be distributed to the 323 HAs covered by the lawsuit and to the lawyers identified in Section 9. If the Court approves the requested legal fees, expenses, and service awards, a total of \$725,000.00 will be available to the 323 HAs covered by the lawsuit.

If the Court approves the settlement, you, **[INSERT NAME]**, will receive an individual payment in the gross amount of **\$(insert Payment Amount)**. This gross payment amount is considered wage income. So your settlement check will be reduced to reflect all payroll deductions and taxes ordinarily paid by **both** employers and employees. You will receive an IRS W-2 Form reflecting this payment and the associated taxes and withholdings.

The method for determining the individual payment amounts owed to you and other individuals

covered by the settlement is described below:

- **Arizona HAs:** Arizona HAs do not benefit from the PA Overtime Claim because they did not work in Pennsylvania. Arizona HAs, therefore, are limited to the Federal Overtime Claim. Under the payment formula, these individuals are entitled to: **(i)** \$18.86 for each week employed as an HA between early-2015 and November 26, 2016 *plus* **(ii)** \$30.00 for each week employed as an HA between November 27, 2016 and December 29, 2018.
- **Pennsylvania HAs Covered by Both the Federal Overtime Claim and the PA Overtime Claim:** All Pennsylvania HAs covered by the settlement benefit from the PA Overtime Claim. In addition, some of these Pennsylvania HAs also benefit from the Federal Overtime Claim because they previously returned the form required to pursue such claim. Under the payment formula, these individuals are entitled to: **(i)** \$28.28-\$37.74 for each week employed as an HA between August 1, 2014 and November 26, 2016 *plus* **(ii)** \$30.00 for each week employed as an HA between November 27, 2016 and December 29, 2018.
- **Pennsylvania HAs Covered by the PA Overtime Claim Only:** Pennsylvania HAs who did not previously return the form required to pursue the Federal Overtime Claim are nonetheless covered by the PA Overtime Claim because they worked in Pennsylvania. **YOU, [INSERT NAME], FALL INTO THIS CATEGORY.** Under the payment formula, you are entitled to \$28.28 for each week employed as an HA between August 1, 2014 and November 26, 2016. Your Gross Payment of **\$[insert Payment Amount]** is based on this formula.

If you have any questions about the determination of your payment amount, please call one of the law firms listed in Section 9.

Also, please keep in mind that the settlement payments described above will be made *only if* the Judge approves the settlement.

5. How can I receive a settlement payment?

If this Notice is addressed to you, then you are covered by the settlement and ***you do not need to do anything to receive a settlement payment.*** Of course, the payment will not be made unless the Judge approves the settlement.

6. What do I give up by receiving a settlement payment?

If you do not exclude yourself from the settlement by following the procedures in Section 7, you will release and forever discharge Accolade (as well as its past, present, or future parents, subsidiaries, affiliates or related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, attorneys, and insurers) from all claims arising between August 1, 2014 and **[Insert Final Approval Date]** and asserted in or related to the Action, including, but not limited to, all such claims seeking unpaid overtime wages under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, the Pennsylvania Minimum Wage Act, 43 P.S. §§ 333.101, *et seq.*, the Pennsylvania Wage Payment and Collection Law, 43

P.S. § 260.1 *et seq.*, the Arizona Wage Law, Ariz. Rev. Stat. §§ 23-350, *et seq.*, or any other federal, state, or local statute, regulation, ordinance, or common law theory seeking unpaid wages or any associated penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief.

If you have any questions about the scope of this release, please call one of the law firms listed in Section 9.

7. How do I exclude myself from this settlement?

If you do not want to participate in the settlement, then you must take steps to exclude yourself.

To exclude yourself, you must prepare a note or letter simply stating: "I wish to be excluded from the Accolade Wage Lawsuit." The letter or note may be typed or handwritten. Be sure to include your signature, printed full name, address, and phone number. To be valid, your exclusion request must be postmarked no later than **[INSERT DATE]** and be mailed to: Accolade Wage Lawsuit, c/o Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, FL 32308.

Importantly, if you exclude yourself from the settlement, you will not receive any money payment, you will not be legally bound by the settlement, and you will not waive or release any legal claims against Accolade.

8. How do I object to the settlement?

You can object to the settlement if you believe it is unfair or should not be approved. The Judge will consider your objection in deciding whether to approve the settlement.

To object to the settlement, you must prepare a letter or note stating that you "object" to the settlement in the Accolade Wage Lawsuit. The letter or note may be handwritten. Be sure to include your signature, printed full name, address, and telephone number. You may (but are not required to) consult with or retain an attorney to assist you in drafting the objection. If you are not being assisted by an attorney, simply do your best to describe the reasons why you object to the settlement. However, if you object, your written objection must state with specificity the grounds for your objection. Also, you must state whether the objection applies to you alone, to you and some other HAs covered by the settlement, or to you and all other HAs covered by the settlement.

To be valid, your objection ***must be postmarked on or before*** **[INSERT DATE]** and must be mailed to: Accolade Wage Lawsuit, c/o Settlement Services, Inc., 2032-D Thomasville Road, Tallahassee, FL 32308.

9. Do I have a lawyer?

Plaintiff and other individuals who do not exclude themselves from the settlement are represented by the following law firms: (i) **Winebrake & Santillo, LLC**, 715 Twining Road, Suite 211, Dresher, PA 19025; Phone **(215) 884-2491**; and (ii) **Hardwick Benfer, LLC**, 179 North Broad Street, Doylestown, PA 18901; Phone **(215) 230-1912**. Lawyers from these firms will answer your questions about the lawsuit and settlement free of charge and in strict confidence. If you call, please identify yourself as a "Class Member" in the "Accolade Wage Lawsuit" and ask to speak with one of the assigned lawyers.

10. How do the lawyers get paid and does Ms. Hall get any extra money?

You will ***not*** pay any legal fees or expenses out of your individual settlement payment described in Section 4. Rather, the above firms will ask the Judge to approve legal fees and expenses of \$363,000 (which is 33% of the total \$1,100,000 settlement payment). The Judge has not yet decided whether she will approve these requested fees and expenses.

In addition, the above lawyers will ask the Judge to approve extra “service award” payments of \$10,000 to Ms. Hall and \$1,000 to two HAs who were required to testify at depositions. The Judge has not yet decided whether she will approve these requested service awards.

11. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. You are not required or expected to attend that hearing. However, you are welcome to attend.

During the hearing, the Judge will consider whether the \$725,000 in payments to the 323 individuals covered by the settlement are fair and should be approved. The Judge also will consider the fairness and reasonableness of the \$363,000 in requested legal fees and expenses and the \$12,000 in requested service awards. In making her decision, the Judge will consider any written objections to the settlement and will hear from any individuals (or their legal representatives) who wish to be heard.

The hearing will take place on ***[Insert Date]*** at ***[Insert Time]*** in Courtroom ***[Insert Room Number]*** of the United States Courthouse, 601 Market Street, Philadelphia, PA 19106.

12. How do I obtain more information?

This Notice summarizes the most important aspects of the proposed settlement. You can obtain further information by calling one of the law firms listed in Section 9.

Dated: ***[Insert Date]***

Approved: Hon. Gene E.K. Pratter
United States District Court
Eastern District of Pennsylvania